

# Interagency Memorandum of Agreement 2008 to 2013

lowa Department of Education (Lead Agency)
lowa Department of Human Services
lowa Department of Public Health
Child Health Specialty Clinics (University of Iowa)

# **Early ACCESS Memorandum of Agreement**

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lowa's Early ACCESS System implements the federal law, *Individuals with Disabilities Education Improvement Act, Part C / Infants and Toddlers Program* This Memorandum of Agreement fulfills requirements in Sec. 635 (a)(10).

#### PREFACE

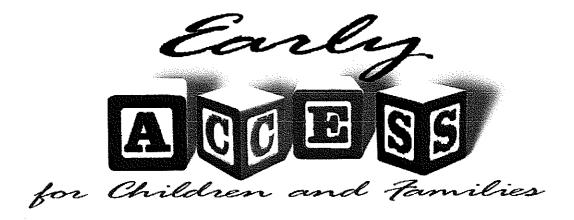
This Memorandum of Agreement forms the foundation of the lowa interagency system of early intervention service for infants and toddlers with or at risk for development delays and their families, called Early ACCESS. Early ACCESS is a partnership between families with infants and toddlers; the Departments of Education, Public Health, and Human Services; Child Health Specialty Clinics; and other community partners.

The purpose of the Early ACCESS system is for families and staff to work together in identifying, coordinating and providing needed services and resources that will help the family assist their infant or toddler to grow and develop.

No one agency can address or meet the needs of Early ACCESS children and families. The commitments of the four Signatory Agencies provide the vision, leadership and resources needed to have a coordinated, interagency, family-centered system of services, consistent with Individuals with Disabilities Education Act, Part C [20 U.S.C. 631].

More information about the Early ACCESS system can be found at the following two websites:

- http://www.iowa.gov/educate/content/view/633/597/ and
- http://www.earlyaccessiowa.org.



# Interagency Memorandum of Agreement Early ACCESS System

#### I. SIGNATORY PARTNERS AND MISSION STATEMENTS

**lowa Department of Education (Lead Agency):** Champion excellence in education through superior leadership and service. We are committed to high levels of learning, achievement and performance for all students, so they will become successful members of their community and the workforce

**Iowa Department of Human Services:** To help individuals and families achieve safe, stable, self-sufficient, and healthy lives, thereby contributing to the economic growth of the state. We do this by keeping a customer focus, striving for excellence, sound stewardship of state resources, maximizing the use of federal funding and leveraging opportunities and by working with our public and private partners to achieve results

**lowa Department of Public Health:** Promoting and protecting the health of lowans. IDPH views health as a critical component of lowa's future - healthy kids are ready to learn; healthy adults are ready to work; and healthy communities are ready to grow.

Child Health Specialty Clinics: To improve the health, development, and well-being of children and youth with special health care needs in partnership with families, service providers, communities, and policymakers.

These four agencies shall be referred to as Signatory Agencies.

## II. DURATION OF THE AGREEMENT

This Agreement shall become effective immediately upon signing and shall remain in effect for a period of five (5) years, with annual reviews and revisions, as necessary, made by the Signatory Agencies. Signatory Agencies may request a consideration for revision of the Agreement at any time (including consideration of revision or termination of provisions of this Agreement as necessary due to non-appropriation of funds) by contacting the Lead Agency for review and action by the Signatory Agencies and approval by Agency Directors.

#### III. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to address federal interagency agreement requirements and describe the commitments of the Signatory Agencies for the Early ACCESS system, consistent with the provisions of the Individuals with Disabilities Education Act - 2004 / Part C, regarding:

- 1. Financial Responsibility;
- 2. Dispute Resolution of Child, Family and System Issues;
- 3 Administration Support and Leadership;
- 4. System Requirements and Improvements;
- 5. Resource Commitments; and
- 6. Personally Identifiable Information.

This agreement is not intended to create or convey any benefit to any third party.

These Signatory Agencies are committed to sustaining and continuously improving the Early ACCESS system in Iowa, which is a comprehensive, coordinated, multi-disciplinary, resource-based, interagency system of services for infants, toddlers, and their families. The Agreement encourages a balance between flexibility of services and resources, while maintaining quality and uniformity throughout the State.

## IV. FINANCIAL RESPONSIBILITY

Each Signatory Agency shall be responsible for the activities it commits to perform under this agreement. Additionally, each Signatory Agency shall be responsible for any additional activity it commits, in writing, to perform under the five year work plan of action, without the necessity of amending this agreement.

If a public agency other than an educational agency fails to provide or pay for services required by this agreement after reasonable notice from the Lead Agency or Regional Grantee of such failure and of the intent to seek reimbursement from such agency, the Lead Agency or its Regional Grantee shall provide or pay for the provision of such services. The Lead Agency or Regional Grantee is authorized to claim reimbursement for the services from the responsible public agency, which shall promptly reimburse the Lead Agency or its Regional Grantee. Any disputes concerning an agency's financial responsibility shall be resolved according to the dispute resolution procedures of this agreement.

# V. DISPUTE RESOLUTION OF CHILD, FAMILY AND SYSTEM ISSUES

All Signatory Agencies recognize the rapid rate of infant and toddler development and the potential for harm when services to children and families are delayed because of undue system delays. Therefore, all Signatory Agencies value the resolution of child, family and system issues as early in the child's development as

possible and using the most efficient and informal methods. All efforts by Signatory Agencies are to result in the resolution of child service and system level disputes in a manner that services are not interrupted and/or those services are initiated on a timely basis

Disputes between families and education agencies concerning specific infants and or toddlers and their families shall be resolved according to the procedural safeguards contained in federal and state Part C regulations, and/or available from the Department of Education or Regional Grantees.

Disputes within a Signatory Agency shall be resolved according to the procedures established by that agency. A representative of the Signatory Agency may notify the Signatory Agencies of the dispute and its resolution. The Signatory Agencies may offer technical assistance to resolve this intra-agency dispute.

Disputes regarding the eligibility or payment for services by non-educational agencies for particular infants or toddlers, between such agencies and families or between such agencies and educational agencies, shall be resolved pursuant to the dispute resolution and appeal procedures of the non-educational agency. An educational agency that has provided or paid for a service may pursue the non-educational agency dispute resolution or appeal process on behalf of a family

Subject to the preceding paragraph, disputes between Signatory Agencies will be brought to the attention of the Lead Agency by a Regional Grantee, State Coordinator, or any Signatory Agency. An unaffiliated individual or individuals, chosen by the parties to the dispute and based on the nature of the interagency dispute, shall attempt to help the Signatory Agencies resolve the dispute, and all Signatory Agencies commit to pursue good faith efforts to resolve disputes voluntarily. In resolving an interagency dispute, the Signatory Agencies may request technical assistance from a variety of sources, including the Office of Special Education Programs, Consortium for Appropriate Dispute Resolution in Special Education (CADRE), the Centers for Medicare and Medicaid Services, the Federal Interagency Coordinating Council, and/or the National Early Childhood Technical Assistance Center. If the dispute involves legal issues, the parties to the dispute may request available assistance from the Office of the Attorney General. If the dispute is not resolved, the Lead Agency representative will convene a meeting of the management staff representatives of Early ACCESS and their respective agency directors. If all other attempts at dispute resolution fail, the dispute shall be submitted to a board of arbitration pursuant to lowa Code section 679A 19. The decision of the board of arbitration shall be final.

## VI. ADMINISTRATION SUPPORT AND LEADERSHIP

The Signatory Agencies agree to commit to administrative support and leadership of the Early ACCESS system. Signatory Agencies agree to recommend management level representatives to the Governor for appointment to the Iowa

Council for Early ACCESS. Signatory Agency appointees shall participate on the Council, the Executive Committee of the Council and other committees, as appropriate, for the following purposes:

- To build dynamic relationships that constitute the comprehensive system of services known as Early ACCESS;
- To promote standardization and uniformity of Early ACCESS services statewide;
- To develop and promote linking with other public and private partners;
- To maintain and improve the infrastructure for Early ACCESS;
- To ensure equitable distribution of resources based on the Mission, Vision and capacity of each partner and other available resources within the state;
- To promote a comprehensive child find system;
- · To ensure and promote a central point of contact and directory,
- To continually monitor Early ACCESS services and implementation of IDEA throughout lowa including identification and correction of barriers to an effective system of services;
- To meet and communicate regularly for the purpose of carrying out the above responsibilities.

If such participation is not possible, then such Agency Appointee shall send a qualified agency representative, as approved by the Lead Agency

#### VII. SYSTEM REQUIREMENTS AND IMPROVEMENT

Each Signatory Agency commits to implementing State Early ACCESS Policies and Iowa Administrative Rules for Early ACCESS<sup>1</sup> in accordance with IAC 281–120 for the following infrastructure system components:

- Central Directory
- Public Awareness/Child Find System
- · Evaluation and Assessment
- Service Coordination
- Individualized Family Service Plan
- Early Intervention Services in Natural Environments
- Procedural Safeguards
- Funding and Financial Matters
- Sharing of Information and Data Management
- Personnel Standards
- Comprehensive System of Personnel Development
- Continuous Improvement and Monitoring
- Identification and Coordination of Available Resources
- Interagency Agreements
- Resolution of Child, Family and System Issues

<sup>&</sup>lt;sup>1</sup> Iowa IDEA Part C System Components: Policies & Assurances State Application Requirements and Iowa Administrative Rules for Early ACCESS can be found at: http://www.iowa.gov/educate/content/view/633/597/#LegalRequirementsReports

• State Interagency Coordinating Council

The Signatory Agencies agree to revise State Policies and Administrative Rules for the purposes of improving the system and aligning with federal requirements and State laws.

The Signatory Agencies are committed to continue to improve Early ACCESS services developed over the past six years. Specifically, we are committed to move toward true collaboration, blending services, building trust at the service level, engaging the services and resources from the Signatory Agencies more broadly, strengthening relationships with the private sector, and creating an environment for sustainability. Furthermore, the Signatory Agencies commit to espouse the principles of the Early ACCESS system within our own programs and internal environments.

Over the course of this agreement, the Signatory Agencies will engage in long-term planning to build stronger linkages to the health care delivery system, link data, strengthen governance and system integration. Based on a five year work plan of action, strategies will include:

- A review of administrative rules to reaffirm and revise the current document with emphasis on interpretations in the current environment and watchful of future trends:
- Reaffirmation and clarification of staff liaison positions;
- Implementation and assessment of new and ongoing initiatives;
- Designing an effective, flexible financial system; and
- Policy recommendations and changes as appropriate.

The Work Plan of Action will include, at a minimum: 1) Strategies; 2) Responsible Person/Entity; 3) Timelines; 4) Process and Outcome Evaluation Measures.

#### VIII. RESOURCE COMMITMENTS

Each Signatory Agency will commit resources based on their agency's unique vision, mission and capacity.

# Department of Education commits to:

- Provide the active leadership of a management level representative for the Executive Committee and Council;
- · Convene and provide guidance for the Governance body;
- Provide general supervision oversight and implementation of the Early ACCESS system, as Governor-appointed Lead Agency;
- Convene, lead and monitor the development of a state plan of action for the system and Signatory Agencies and staff;
- Facilitate discussions with appropriate stakeholders around public policy or issues (such as at risk populations);
- Fully engage partners in relevant policy and budget decisions; and

 Provide funding for and leadership to liaison staff from each Signatory Agency to fully engage and strengthen Signatory Agency roles and responsibilities and collaboration across agencies. Each respective agency will maintain job descriptions, employ and oversee work product and provide supervision of Early ACCESS Liaison staff, to the extent funding available.

# Department of Human Services commits to:

- Maintain active participation of a cabinet level representative on the Executive Committee and Council;
- Provide expertise related to Mental Health and Developmental Disabilities;
   Foster Care; abused or neglected children and their families; and Medicaid for infrastructure building and training, including information on Medicaid infant-Toddier Program;
- Provide outreach and referral of children in foster care and abused or neglected children referred as required by the Child Abuse Prevention and Treatment Act (CAPTA) for effective coordination with the Early ACCESS system;
- Review Department programs and determine which should be a part of the Early ACCESS system and coordinate their participation;
- Collaborate with Early ACCESS system in the administration of the Medicaid Infant-Toddler Program (Title XIX), provide technical assistance to align with IDEA, Part C and maximize Medicaid reimbursement;
- Fully engage partners in relevant policy and budget decisions;
- Maintain job descriptions, employ and oversee work product and provide supervision of Early ACCESS Liaison staff, to the extent funding available.

## lowa Department of Public Health commits to:

- Maintain active participation of a management level representative on the Executive Committee and Council;
- Through Title V Child Health Center grantees, provide service coordination and evaluation of infants and toddlers who are lead exposed;
- Identify and articulate the role of selected Public Health programs to provide various services for Early ACCESS children and families, clearly specifying the contribution of each to the system as well as clarifying what selected programs are not responsible for providing;
- Provide expertise related to infrastructure building, health policy, Public Health and Child Health best practice;
- Provide training of Early ACCESS Signatory Agency and state and local public health personnel, as mutually agreed upon;
- Fully engage partners in relevant policy and budget decisions; and
- Maintain job descriptions, employ and oversee work product and provide supervision of Early ACCESS Liaison staff, to the extent funding available.

### Child Health Specialty Clinics commits to:

- Maintain the active participation of a Medical Director level representative on the Executive Committee and Council:
- Through the Birth to Five clinics in each of their regional centers, commit to provide service coordination and evaluation of infants and toddlers who are medically complex; drug affected or born prematurely, to the extent funding available;
- Provide expertise in infrastructure building, medical best practice, and training for Early ACCESS providers;
- Provide support to strengthen relationships with medical/health providers (or health care delivery system);
- · Fully engage partners in relevant policy and budget decisions; and
- Maintain job descriptions, employ and oversee work product and provide supervision of Early ACCESS Liaison staff, to the extent funding available.

#### IX. PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION

The Signatory Agencies recognize their obligations to comply with state and federal laws on confidentiality and privacy. To the extent consistent with such laws, the Signatory Agencies agree to share all information and data necessary to implement this agreement, including information related to Early Hearing Detection and Intervention (EHDI) and Child Abuse Prevention and Treatment Act (CAPTA). The Signatory Agencies recognize that parental consent will always allow for the sharing of private or confidential information; however, the Signatory Agencies also recognize there are instances in which such consent is not required. To the extent parental consent is required to share confidential information, the Signatory Agencies agree to take all reasonable steps to promptly request informed consent.

The Signatory Agencies recognize that non-educational agencies maintain records about infants and toddlers that are not related to the provision of Early ACCESS services, as well as records related to the provision of such services. In the case of records that are related to the provision of Early ACCESS services, those records are covered by the confidentiality and consent provisions of FERPA (20 U.S.C. § 1232g). In the case of records that are not related to the provision of Early ACCESS services, those records are covered by the confidentiality and consent provisions of other applicable state and federal laws on confidentiality and privacy.

The Signatory Agencies agree to develop and maintain an interagency Early ACCESS data management system. Data gathered within this system and any other Signatory Agency information system (or partnering agency information system, if applicable) shall be shared among Signatory Agencies, consistent with state and federal laws on confidentiality and privacy.

#### X. DEFINITION OF PARENT:

The Signatory Agencies acknowledge that, pursuant to Iowa Administrative Code rule 281—120 4, neither they nor any of their employees may legally act as the parent or guardian in matters pertaining to the Individuals with Disabilities Education Act.

#### XI. NOTICES

Notices under this Agreement shall be in writing to the Signers at their official addresses. The effective date of any notice under this Agreement shall be the date of mailing.

#### XII. SIGNATURES AND DURATION OF THE AGREEMENT

This Agreement shall become effective immediately upon signing and shall remain in effect for a period of five (5) years, with annual reviews and revisions, as necessary, made by the Signatory Agencies. Signatory Agencies may request a consideration for revision of the Agreement at any time (including consideration of revision or termination of provisions of this Agreement as necessary due to non-appropriation of funds) by contacting the Lead Agency for review and action by the Signatory Agencies and approval by Agency Directors.

Judy Jeffrey 5/31/08

Director, Department of Education

Kevin Concannon Date

Department of Human Services

Thomas Newton Date

Director, Department of Public, Health

Brian Wilkes Date

Co-Director and Chief Administrative Officer

Child Health Specialty Clinics

Gordon Williams
Interim Director / C.E.O.

University of Iowa Hospitals and Clinics